

## STATEMENT OF ASSURANCES

1. Prior to placement in the early childhood agency program, early childhood students have been evaluated according to 511 IAC 7-25-3 and 7-25-4 and determined to have a disability. In addition, in accordance with 511 IAC 7-27-4, a case conference committee meeting has been conducted where an individualized education program (IEP) has been developed and placement in the early childhood agency program was recommended.
2. Children with disabilities placed through contractual arrangements with the early childhood agency are not required to attend or participate in any religious-oriented classes or programs.
3. The early childhood agency does not discriminate or segregate on the basis of race, creed, ethnic origin, sex, disability, age, or other groupings of a capricious or arbitrary nature in the operation of its early childhood program.
4. The early childhood agency has been apprised of the procedural safeguards and due process requirements of applicable state and federal law. Although the local education agency (LEA) remains responsible for insuring same, the early childhood agency is responsible for assisting the LEA by complying with applicable state and federal law including, but not limited to: insuring the confidentiality of personally identifiable information; assisting in the evaluation process; permitting the inspection of educational records by authorized personnel cooperating in the conduct of complaint investigations; permitting inspection, observation, or other access by the LEA to insure implementation of the IEP, cooperating with state and federal authorities conducting program monitoring activities in the LEA; participating in case conference committee meetings; and providing assistance and cooperation in whatever manner necessary to comply with State and Federal law.
5. No one from the early childhood agency may serve as the child's "parent" in any case conference committee meetings.
6. The LEA remains responsible for the identification, evaluation, and educational placement of the eligible child and the provision of a free appropriate public education to the child, and such cannot be delegated to the early childhood agency. However, nothing under these provisions relieves the early childhood agency of its contractual obligations to the affected child.
7. Matters of personal injury liability and indemnification have been agreed upon between or among the parties prior to initiation of contracted services.
8. The early childhood agency will cooperate with state and federal monitoring activities with respect to the LEA.
9. The early childhood agency shall meet all applicable licensing, registration, health, safety, personnel and educational requirements.
10. The early childhood agency may not assess a charge or cost to the parent of the affected child for participation in its early childhood program as specified in the IEP.
11. The LEA shall designate a certified early childhood special education teacher to serve as the "teacher of record" who will fulfill the responsibilities under 511 IAC 7-17-72 and 511 IAC 7-27-7(b).
12. All case conference committee meetings will be chaired by a representative of the LEA.

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I certify that I am authorized as the early childhood agency's representative to give the above assurances.

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Signature

\_\_\_\_\_  
Title of authorized representative

\_\_\_\_\_  
Date

I certify that I am authorized as the school corporation's representative, to give the above assurances.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of authorized representative

\_\_\_\_\_  
Date

The Statement of Assurances must be agreed to and signed by both parties and attached to each student-specific contract that is developed by the school corporation.

12/03/04